

2015 Taylor Park Community Garden

Application & Agreement

Gardeners participating must read and agree to follow the conditions stated below.

- I understand I am responsible for my plot(s), unless it is reassigned.
- I will not modify size/dimensions of plot assigned to me.
- I agree to keep all plants within the boundaries of my plot.
- I understand the City will provide mulch, compost and water.
- I understand I need to provide my own garden hose for watering and must remove the hose from the water source. I agree to use water responsibly.
- I agree to not keep more than four (4) personal gardening tools on site.
- I agree to keep all personal tools within my gardening plot.
- I agree that I must be present at the gardens while watering my garden.
- I agree if I am away for an extended period of time, I will make arrangements with someone to care for my plot.
- I will notify the Garden Coordinator if I am unable to harvest or care for my plot(s).
- I will plant tall plants in such a manner that I will not shade neighboring plot(s).
- I will not harvest produce from other plot holder's plot(s).
- I agree if I receive a notice for my plot(s) being unkempt or weedy, I will address and resolve the issue within one week. I understand if I do not address the issues within one week, I could have my garden plot taken away.
- I will prepare my plot(s) for winter by the last work day, including removal of diseased plants to discourage the spread of plant diseases and pests. The last working day is designated to be September 27, 2015.
- I will remove dead plant material from the site as needed, or in the designated areas and containers.
- I will keep trash and litter picked up in my plot(s) and adjacent areas, and deposit in proper receptacles. No organic matter in trash, and no trash in compost.
- I will leave numbered stakes in plot(s) where they have been placed so each plot is identifiable.
- I understand pets are not allowed at the gardens and if I bring children to the garden they will be under my supervision at all times.
- I understand individual fencing cannot extend beyond plot borders into pathways.
- I understand I must provide my own gardening tools.
- I will share woodchips, water, and other garden materials fairly.
- I will not take garden materials (woodchips) out of the garden for personal use or use in excess.
- I will not obstruct walkways with fencing, unwound hoses, and plants, including vines.
- I can construct a nonpermanent fence around my garden; fences must follow garden fence requirements (page 2) and must be removed by the last working day.
- I will only work in my garden from sunrise until sunset.
- I will not place or build structures on my garden plot.
- I will not plant the following plants: Pumpkins and Melons.

Initial _____

Community Principles

- I will help keep the garden site looking respectable.
- I will exhibit respectful behavior towards staff, gardeners & visitors.
- I will notify Garden Coordinator of vandalism, theft, inappropriate behavior, or other questions or concerns.
- I will receive permission before entering the other gardeners' plot(s).
- I will harvest my plot(s) and only my plot(s) unless asked by another gardener for help.
- I will be responsible for guests and/or children at the community gardens.
- I understand I cannot use my plot for commercial activity.
- There is no smoking in or around the community gardens.
- I will keep all plants within my garden at all times.

Definitions

- **Unkempt:** This can be, but is not limited to, weeds taking over my plot(s) or pathways, untended paths, debris not removed from my plot(s), rotting produce, etc. that create a gardening problem, nuisance or liability.
- **Weeds:** Any plants not purposely planted or desired by the plot's gardener, and that is not a vegetable, fruit, flower, decorative plant, or wildlife support plant. Examples of weeds are thistles, dandelions, plantain, or any type of grass not planted or desired by the gardener of a particular plot.

Garden Fencing

- Plot tenants can fence their plots. Fencing must be within their plot. Cooperation between neighbors is encouraged. Fencing must be metal mesh with openings no less than ½ inch and no greater than 6 inches. Height of the fence must be no less than 32 inches and no greater than 52 inches. Wood can be used to support the fence but cannot be the main material. No razor wire, barbed wire, or electrified fences.

Rules and conditions contained within this agreement are subject to change and additions. Notice of rule changes will be made to participants.

QUESTIONS:

Adam Thompson - Community Development Coordinator
athompson@muscatineiowa.edu or (563)262-4141

Registration Starts: March 9, 2015

Application agreements can be returned to the Community Development Department, City Hall, 215 Sycamore Street. Plots are assigned bases on a first come first served biases.

Plot Location Notification: March 30, 2015

Plot location notification will be made by mail.

First Work Day: April 25, 2015

Last Work Day: September 27, 2015

COMMUNITY GARDEN REGISTRATION FORM

Name _____ Birthdate _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email Address _____

Names of Family Garden Participants, if any _____

Plot Size: Individual Plot
 Family Plot
 Youth Plot

RELEASE AND WAIVER OF LIABILITY AND PHOTO RELEASE

In consideration of my, or my minor child, being permitted to participate in any way in the Community Garden Program, I, the Undersigned, for myself and my minor child, all of my or my minor child's personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasers", do hereby: Waive, release and discharge and covenant not to sue the City of Muscatine, Iowa, its elected and appointed officials, employees, volunteers, sponsors, and agents, including others who give recommendations, directions, or instructions as part of this Community Garden Program, hereinafter referred to as "City", except for my minor child, for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in my death or that of my minor child arising out of or related to use or occupancy of the Community Garden, including any volunteer service by my minor child or me.

I agree to Indemnify and Save and Hold Harmless the City from any loss, liability, damage, or cost that the City may incur arising out of or related to my, or my minor child's, or my guest's, or my invitee's, use or occupancy of the Community Garden.

I agree that photos or other visual media of me/my minor child may be taken at the garden may be used by the City for any lawful purpose.

I hereby state that I have read and agree to the terms and conditions as outlined in the Muscatine Community Garden Agreement and Release and Waiver above while being a plot holder at a City Community Garden.

Please keep a copy of this agreement for your reference.

Name (please print): _____

Signature: _____ Date: _____

Office

Received by: _____

Date & Time Received: _____

Initial _____